

REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT
SINGLE TRANSACTION(For reporting requests described in Part 369 of the Export Administration
Regulations)

Pursuant to section 4A (b) (2) of the Export Administration Act of 1969, as amended (50 U.S.C. App. 2401 et. seq.), information regarding the quantity, description, and value of any articles, materials and supplies, including technical data and other information, to which this report relates will be kept confidential when the reporting person certifies that disclosure would place a United States person involved at a competitive disadvantage, unless the Secretary of Commerce determines that disclosure thereof would not place such United States person at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

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MONTH/YEAR 06/97

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CLASS 28 FILING 55 TAG 70

This report is required by law (50 U.S.C. App. §2407 (b)(2) P.L. 96-72; E.O. 12214; 15 C.F.R. Part 369). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

INSTRUCTIONS: Complete all items that apply. Assemble original report form and accompanying document(s) as a unit, and submit intact and unaltered. Assemble and submit a duplicate copy of report form and documents, marked with the legend "PUBLIC INSPECTION COPY." If the reporting firm certifies that disclosure of certain information specified in Item 10 below would result in competitive disadvantage, the public inspection copy (report form and accompanying documents) must be edited accordingly.

1a Identify firm submitting this report:

Name: American Cast Iron Pipe Co.
Address: P. O. Box 2727
City, State and ZIP: Birmingham, Alabama 35202
Country (if other than USA):
Telephone: 205/325-7765
Firm Identification No. (if known): 101949

Specify firm type:

- ☒ Exporter
☐ Bank
☐ Forwarder
☐ Carrier
☐ Insurer
☐ Other

1b Check any applicable box:

- ☐ Revision of a previous report (attach two copies of the previously submitted report)
☐ Resubmission of a deficient report returned by BTR (attach form letter that was returned with deficient report)
☐ Report on behalf of the person identified in Item 2
☐ Dual report on behalf of self and the person identified in Item 2

29-34

35

2. If you are authorized to report and are reporting on behalf of another U. S. person, identify that person (e.g., domestic subsidiary, controlled foreign subsidiary, exporter, beneficiary):

Name:
Address:
City, State and ZIP:
Country (if other than U.S.A.):
Type of firm: (see list in Item 1a)
Firm Identification No. (if known):

3. Identify exporting firm, unless same as Item 1a or 2:

Name:
Address:
City, State and ZIP:
Country (if other than U.S.A.):
Firm Identification No. (if known):

36-41

42

4. (a) Name of boycotting country from which request originated:

Bahrain

(b) Name of country directing inclusion of request, if different from (a) above:

43-44

5. Name of country or countries against which request is directed:

Israel

45-46

6. Reporting firm's reference number (e.g., letter of credit, customer order, invoice):

71-77

7. Date firm received request: (use digits for month/day/year)

05/15/97

47-52

8. Specify type(s) of document conveying the request:

- ☐ Request to carrier for blacklist certificate (submit two copies of blacklist certificate or transcript of request)
☐ Unwritten, not otherwise provided for (make transcript of request and submit two copies)

- ☐ Letter of credit
☐ Requisition/purchase order/accepted contract/shipping instruction
☒ Bid invitation/tender/proposal/trade opportunity
☐ Questionnaire (not related to a particular dollar value transaction)
☐ Other written (specify) _____

53-54

Submit two copies of each document or relevant page in which the request appears

9. Decision on request: (Check one)

- ☐ Have not taken and will not take the action requested.
☐ Have taken or will take the action requested.
☐ Have taken or will take the action requested and claim it is subject to a grace period (attach detailed explanation).

56-57

- ☒ Have taken or will take the action requested but in a modified form (attach detailed explanation).

- ☐ Unable to report ultimate decision on the request at this time and will inform the Bureau of Trade Regulation of the decision within ten days after decision is made.

PD 051597

Additional information: The firm submitting this report may, if it so desires, state on a separate sheet any additional information relating to the request reported or the response to that request. This statement will constitute a part of the report and will be made available for public inspection and copying.

10. Unless indicated otherwise by checkmark in the box below, I (we) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in Item 11 below would place a United States person involved at a competitive disadvantage, and I (we) request that it be kept confidential. I (We) certify that all statements and information contained in this report are true and correct to the best of my (our) knowledge and belief.

Sign here in ink

(Signature of person completing report)

Type or print

W. M. Boyce

(Name and title of person whose signature appears on line to left)

Date 5/15/97

☐ I (We) authorize public release of all information contained in this report.

(Remove stub from public inspection copy at perforation if confidentiality is requested in Item 10)

STATE OF BAHRAIN

MINISTRY OF ELECTRICITY & WATER

DIRECTORATE OF ELECTRICITY & WATER PROJECTS



دولة البحرين
وزارة الكهرباء والماء

إدارة مشاريع الكهرباء والماء

3200/7.630/٥٥١ /97

18th March 1997

TELEFAX

American Cast Iron Pipe Co.
2930 North, 16th Street,
BIRMINGHAM,
ALABAMA 35207
U.S.A.



Fax No. 01 205 325 8014

Dear Sirs,

CONTRACT NO. 3200/010/97
HIDD POWER AND WATER ASSOCIATED WORKS
DUCTILE IRON PIPE SUPPLY - 1997

We are pleased to inform you that the Ministry of Electricity & Water, State of Bahrain, has included your Company in the select list of tenderers for the above Contract.

The Contract includes for the supply and delivery of Ductile Iron Pipes and Fittings ranging from 150 mm dia to 1000 mm dia and associated ancillary materials. The actual quantities will be known with the Tender Documents, but overall total quantity is approximately 45.0 km.

However, your attention is directed to the Ministry's crash programme for implementation of water transmission work and the materials ordered under this Contract must be delivered within six months from the date of award of Contract.

Please advise by return fax (0973 532786) to the undersigned, the name of your local agent or other representative in Bahrain to whom Tender Documents may be issued against a non-refundable deposit of BD. 50/- (Bahrain Dinars Fifty only).

Best Regards

AHMED H. ABDULKARIM
ACTING DIRECTOR,
ELECTRICITY & WATER PROJECTS

MJL	_____
DHC	_____
GER	_____
MJS	_____ <i>TPV</i>
MPV	_____
JQP	_____
LDH	_____
JMO	_____
PROJ	_____
SO	_____
PERM	_____

Acceptance Document. Such risks shall be fire, lightning, earthquake, theft and (depending on the method of transportation of the Material) risks of the air, risks of the road or risks of the sea.

2.2.2.2 Recognised Insurers

The insurance policy hereinbefore referred to shall be taken out with one of the insurance companies for the time being recognised by the Ministry in terms approved by the Ministry, which approval shall not be unreasonably withheld.

2.2.2.3 Insurance Policies

As and when required so to do by the Supervising Officer, the Supplier shall produce for inspection by the Supervising Officer the insurance policies required hereunder and the receipts for payment of the current premiums and in default of the Supplier so insuring or continuing to insure as required hereby, the Ministry may itself insure against any risk with respect to which the default shall have occurred and may deduct a sum or sums equivalent to the amount paid or payable in respect of premiums from any monies due or to become due to the Supplier or such amount shall be recoverable by the Ministry from the Supplier as a debt.

2.3 Laws

2.3.1 Compliance with Laws

The Supplier shall in all matters arising in the performance of the Contract conform in all respects with the provisions of any State decree, law, ordinance or other law or any regulation or bye-law of any Municipal or other duly constituted authority that shall be applicable to the performance of the Contract and shall keep the Ministry indemnified against all penalties and liability of every kind for breach of any such decree, law, ordinance or other law, regulation or bye-law.

2.3.2 Bahrain Register of Commerce

Without prejudice to the generality of the provisions of Clause 2.3.1 the Supplier shall comply with the Bahrain Register of Commerce Regulations 1963 or any regulation, decree, order, law, bye-law or ordinance having the force of law in Bahrain for the time amending or re-enacting the same including the Companies Decree No. 28 of 1975 under which all persons and companies engaged in business in Bahrain are required to be registered in the "Register of Commerce". Persons or companies not entered in the Register are not permitted to carry on business in Bahrain.

2.3.3 Boycott of Israel

Without prejudice to the generality of the provisions of Clause 2.3.1 the Supplier shall comply with the rules, regulations and laws in force in the State of Bahrain relating to the boycott of Israel. In the event of any breach of these rules by the Supplier the Ministry shall be entitled to apply all relevant penalties and to

- e. Customs duties and import duties payable on the import of the Material into Bahrain. The Supplier shall be responsible for payment of all customs duties and import duties which may arise.
- f. Any costs expenses or charges incidental to the performance of the Contract within and outside Bahrain.

6.4 Shipping Documents Payment Certificate

Within 14 days of delivery by the Supplier to the Supervising Officer of the following documents :

- i. Bill(s) of lading / Air Consignment Note(s) as applicable.
- ii. Invoice(s)
- iii. Packing List(s)
- iv. Insurance Certificate(s)
- v. Certificate(s) of origin
- vi. Factory Acceptance Test Certificate (if required)
- vii. Israeli boycott certificate(s) concerning goods, shipping and insurance
- viii. Any other documents required, the Supervising Officer shall issue the Shipping Documents Payment Certificate to the Supplier.

6.5 Site Acceptance Payment Certificate

Within 14 days of issue of the Site Acceptance Document the Supervising Officer shall issue the Site Acceptance Payment Certificate to the Supplier.

6.6 Defects Liability Payment Certificate

Within 14 days of the expiry of the Defects Liability Period and subject to the Supplier having made good to the reasonable satisfaction of the Supervising Officer any defects which have been notified to the Supplier during the Defects Liability Period and which the Supplier is liable to make good under the Contract, the Supervising Officer shall issue the Defects Liability Payment Certificate to the Supplier.

6.7 Form of Payment Certificates

The forms of Payment Certificates herein referred to shall be as stipulated by the Ministry from time to time.

6.8 Period of Payment

Payment of the appropriate percentage or part of the Contract Sum shall be made by the Ministry within 42 days of presentation by the Supplier to the Ministry of the relevant payment certificate.

Will state that only certificates not contrary to
Law will be furnished.